UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

HUNTER SITE SERVICES, L.L.C.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Case No. 4:15-cv-03453
	§	
INVISTA S.à.r.l.,	§	
	§	
Defendant.	§	

PLAINTIFF'S AMENDED COMPLAINT

TO THE HONORABLE U.S. DISTRICT COURT:

Plaintiff Hunter Site Services, L.L.C. ("HSS"), files this Amended Complaint against Defendant INVISTA S.à r.l. (INVISTA) for damages arising from INVISTA's failure to pay for all the valuable labor, equipment, and materials provided and paid for by HSS to INVISTA.

PARTIES

1. HSS is a limited liability company organized and existing under the laws of the State of Texas with a principal place of business in Houston, Texas.

2. INVISTA is a limited liability corporate entity organized under the laws of Luxembourg, with its principal place of business in Wichita, Kansas. INVISTA has answered this lawsuit.

JURISDICTION AND VENUE

3. The Court has personal jurisdiction, specific and general, over INVISTA in this action because a substantial part of the events or omissions giving rise to the claim occurred in the State of Texas and INVISTA has engaged in "continuous and systematic" activities with the State of Texas.

4. The Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332(a) because the matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs, and is between citizens of different States.

5. Venue is proper in the Court under 28 U.S.C. § 1391(b)(2)-(3), (d) because a substantial part of the events or omissions giving rise to the claim occurred" in this judicial district.

FACTS

6. HSS provides on-site engineering, construction, field assembly, installation, training, inspection, and maintenance services for blast-resistant modular buildings. INVISTA provided these services to INVISTA for lump sums based upon a contractually agreed scope of work in Purchase Orders Nos. 3801192**638**, PO 3801219**503**, and 3801250**161**.

7. INVISTA directed HSS to perform work outside the scope of the Purchase Orders, and pursuant to a Master Service Contract between the parties, HSS invoiced INVISTA for this additional work. INVISTA, however, has failed and refused to pay for the additional work.

8. All conditions precedent to HSS's recovery of these unpaid amounts have occurred or have been waived.

CAUSES OF ACTION

Breach of Contract

9. By failing to pay for the extra work it directed HSS to undertake, INVISTA has breached the Master Service Agreement and Purchase Orders. HSS has suffered damages in excess of $1 million as a result.

Quantum Meruit

10. In addition, and in the alternative, should further pleading be necessary, HSS undertook to furnish and did furnish valuable labor, services, equipment, or materials to INVISTA. INVISTA accepted the labor, services, equipment, or materials furnished by HSS. The labor,

services, equipment, or materials were furnished to and accepted by INVISTA under such circumstances that INVISTA was reasonably notified that HSS, in performing, expected to be paid by INVISTA. HSS is therefore entitled to recover as damages such value which exceeds $1 million.

JURY DEMAND

11. HSS requests a trial by Jury for this matter.

WHEREFORE, PREMISES CONSIDERED, Hunter Site Services, L.L.C., respectfully requests that it have judgment against INVISTA S.à r.l. for its actual damages, prejudgment and post judgment interest and taxable costs of court and for such other and further relief to which Hunter Site Services, LLC may be entitled.

Respectfully submitted,

SCHIFFER ODOM HICKS & JOHNSON PLLC

/s/ *Adam P. Schiffer*

Adam P. Schiffer
State Bar No. 17745763
Federal ID No. 7736
700 Louisiana, Suite 2650
Houston, Texas 77002
T: 713.357.5150
F: 713.357.5160
ATTORNEYS FOR PLAINTIFF HUNTER SITE SERVICES, LLC

CERTIFICATE OF SERVICE

I hereby certify that on August 1, 2016, a true and correct copy of the foregoing was delivered by e-mail to the following counsel of record:

David McDowell david.mcdowell@emhllp.com

William Thomas william.thomas@emhllp.com

/s/ Adam P. Schiffer
Adam P. Schiffer